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CATSKILL ASSOCIATION,

FORMED FOR THE PURPOSE

OF

IMPROVING

THE

TOWN OF CATSKILL,

IN THE COUNTY OF GREENE,

State of New-York.

AND FOR OTHER PURPOSES.

DECEMBER 28, 1836.

Library of Congress
1867
City of Washington.

NEW-YORK:
Mitchell & Turner, Printers, 265 Bowery.

1837.

Officers of Association.

GEORGE S. DOUGHTY, *President.*
EVAN GRIFFITH, *Treasurer.*
L. B. WOODRUFF, *Counsellor.*
THOMAS DUGUID, *Secretary.*

Directors.

GEO. S. DOUGHTY,
RUFUS DAVENPORT,
H. F. TALLMADGE,
PETER R. WYCKOFF,
JAMES L. CURTIS,
SILAS M. STILWELL,
EVAN GRIFFITH,
L. B. WOODRUFF, Esqrs.

Capital Stock, in Lots estimated at	$746,000
Stock appropriated for the improvement of the Land of the Association, ...	74,600
Number of Shares, ... 3730	
Par value of each Share, ...	200

The Title has been vested in the following Gentlemen, as

Trustees.

J. R. PETERS,
HENRY OGDEN,
THEOPHILUS S. MORGAN, Esqrs.

who will execute the necessary Conveyances to purchasers.—The terms of sale will be liberal, and a large proportion of the purchase money may remain on Bond and Mortgage, if required.

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MAP
of
SED ROUTES or A CANAL
y the Way of the
RIE AND CATSKILL
CREEKS.
ALSO
L ROAD NOW UNDER
XTRACT From
ARIE to CATSKILL.

Pub.d by Bader & Wall St. N.Y.

Map

of

TWO PROPOSED ROUTES OF A CANAL

by the Way of the

SCHOHARIE AND CATSKILL CREEKS.

ALSO

THE RAIL ROAD NOW UNDER CONTRACT From

CANAJOHARIE TO CATSKILL.

Lith. by Baker. 8 Wall St. N.Y.

DESCRIPTION AND NATURAL ADVANTAGES

OF THE

TOWN OF CATSKILL.

Catskill is the County town of Greene County, in the State of New-York, and is situated at the mouth of the Catskill Creek, where the said Creek joins the Hudson River. The River from New-York to this point is navigable for vessels of the largest burthen, and is usually open from three to four weeks in the Spring and Fall, when it is closed between that place and Albany. And the Creek up to, and opposite the town, affords a harbour both safe and convenient for all commercial purposes.

This town was one of great promise before the construction of the Erie Canal, and commanded a large and extended trade with eight or ten Counties in this State, and with a part of Pennsylvania.

Since that time it has been stationary, and its citizens have been compelled to depend upon a limited business. The prospect has now changed, and this town is likely to start forward on a new career, with every prospect of outstripping all competition.

A Company has been chartered for the purpose of constructing a Rail road from Canajoharie, where it will unitl with the Erie Canal, and the Utica and Schenectady Rail road, and thence across to the town of Catskill.

This work is now under contract through the whole line, and has been progressed in to such an extent, as to warrant the belief that it will be completed during this year. Indeed

the contracts, under a penalty, require its completion prior to the 31st of December, 1837. No one at all conversant with the travel and trade to and from the West with the city of New-York, and who will refer to the facts for information, will doubt for a moment, that the business terminating at this place from the West, must, in a short time, be immense; as this route will be by far the cheapest, most certain, and expeditious of any other. From this point, also, Rail roads are contemplated, and will be made, intersecting the Erie Rail road; and branches off to many of the towns of the interior, as soon as this main channel is completed. In addition to these immense sources of trade to this town, we may now calculate with certainty on the construction of a Canal, on a large scale, from the Erie Canal, by the way of the Schoharie and Catskill Creeks, to the Hudson River at this town. The route of the proposed Canal is pointed out by nature, and should have been originally selected for the termination of the Erie Canal. The great and increasing obstructions to navigation in the Hudson, at the "Overslaugh," has rendered it imperiously necessary to select some other route for the trade of the West; and, from the information already before the public, no route can be found that will remedy the great difficulties to navigation, or that can be made effectual, but this.

With these immense avenues for trade, it must be apparent, that the town of Catskill is destined to increase in wealth and population with great rapidity.

The town now contains near 3000 inhabitants, with some forty stores and shops. There are also owned and employed twenty sloops and other craft in transacting business on the River.

In the immediate vicinity there is an abundance of water power, that can, with very little expense, be applied to any

kind of machinery, dry docks, or other purposes which may be of importance to a manufacturing and commercial town. A line of tow-boats are now building to ply between Catskill and New-York, and an association of persons have it in contemplation to run a line of steamboats between the same points; should this be carried into effect, a steamboat would be able to go to Catskill and back to New-York, the same day. This will bring the two towns so close together, that we can entertain no doubt hundreds of the independent citizens of New-York city, will select this growing, pleasant, and healthy town for a permanent residence.

Many of the New-York merchants in the Commission business, must establish houses at this point, and manufacturers and others will find, that by the aid of the Rail-road, business can be transacted from this point, during all the year, with the West.

Already, application is made for a Dry Dock Company to be established here, and petitions from every section of the State are sent to the Legislature, for an Act authorising the construction of the contemplated Steamboat Canal through to Canajoharie. The above are a few of the reasons that must convince a close observer of the great importance of this long neglected place.

Deed of Conveyance in Trust.

This Indenture, made the twenty-eighth day of December, in the year One thousand eight hundred and thirty-six, between George S. Doughty and Catherine, his wife, of the City, County, and State of New-York, and Silas M. Stilwell of the same place, parties of the first part, and John R. Peters, Henry Ogden, and Theophilus S. Morgan, parties of the second part.

Whereas the said George S. Doughty is seized in fee in his own right of, in, and to all those certain tracts, pieces, and parcels of Land, situate, and being in the town of Catskill, County of Greene, in the State of New-York, described as follows, to wit :—

All that certain lot, piece or parcel of land, situated on the West side of the Catskill Creek, in the village and town of Catskill, bounded and described as follows :—Beginning at a poplar stump, standing on the hill in the premises hereby intended to be conveyed, and running from thence, North, six degrees, fifteen minutes West, three chains, fifteen links, to a poplar tree ; thence, North, sixty-six degrees, fifteen minutes East, five chains, sixty-seven links ; thence, on the rear of the Lot of Benjamin Haxtun, South, nine degrees, fifteen minutes East, eighty-six links ; thence, down and along the line of the aforesaid Lot of Benjamin Haxtun, three chains and twenty-eight links, to the Catskill Creek ; thence, along said Creek, including all right to lands under water, eleven chains, twenty links, to the extreme Southerly part of the premises hereby intended to be conveyed, lying on the Creek ; thence, along the said lower

line, South, eighty-four degrees, fifty minutes West, two chains, forty links; thence, South, one degree, fifty minutes East, three chains, forty-seven links; thence, South, eighty-five degrees, thirty minutes West, four chains, twenty links; thence, North, fourteen degrees, fifty-five minutes; West, six chains, twenty-eight links; thence, North, twelve degrees, fifty minutes West, four chains, eighty-eight links, to the place of beginning: containing, Ten Acres and fifty-seven hundred parts of an Acre of Land, be the same more or less. The property hereby intended to be conveyed, being the property generally known as the property of Jonathan Rowe, lying below the Catskill bridge; all the same being hereby conveyed, except that part lying on the Old Kingston Road, running up to poplar trees, in the above description. Two Lots belonging to Lewis Beaton, are not intended to be conveyed, to wit: One Lot of one hundred feet, lying Westerly of the road along the Creek, and adjoining the Water Lot purchased by John Van Cleek, of Benjamin Haxtun; as also another Lot of said Beaton, lying Southerly of said road, being thirty-six feet on the road; said Doughty to have the right to take any stone he may choose out of that part of the premises reserved, lying adjacent to the Old Kingston Road aforesaid; the line, as run on the top of the hill by Van Vechten, May 3, 1836, to be the true line, and the reservation herein made to extend thereto.

Also all the following Lots of Land, to wit:—All that certain piece or parcel of Land lying and being on the West side of the Catskill Creek: beginning on the West side of the Catskill Creek, at a stone, six links South of a hemlock stump, and running from thence, South, twenty-eight degrees, forty minutes West, eighteen chains, eighty links, to a road commonly called the Dubois Road; thence, North, sixty-seven degrees, thirty minutes West, three chains,

nineteen links, to a white Oak, standing on the North side of said road; thence, South, twenty-eight degrees, forty minutes West, seven chains, fifty links, on the line of John Dubois' Land; thence, North, seventy-seven degrees West, twenty three chains, thirty-nine links, to a heap of stones, standing on the West side of the Overbagh road; thence, North, one degree, fifteen minutes West, five chains, along the West line of said road; thence, North, two degrees East, eight chains, thirty-five links, along the West side of said road; thence, North, twenty-one degrees, thirty minutes East, six chains, seventy-eight links, about twelve links East, from the corner of the fence; thence, North, fifty-four degrees, thirty minutes East, ninety-seven chains, crossing the road; thence, North, forty-nine degrees, thirty minutes East, four chains, seventy-four links, along the East side of said road; thence, North, forty-one degrees, ten minutes East, six chains, ninety-three links, along said road, East side; thence, North, thirty-two degrees, twenty minutes East, three chains, forty-seven links, along said road; thence, North, twenty-three degrees, forty-five minutes; East two chains, eighty-three links; thence, North, forty-nine degrees East, ninety-eight links, to the corner of the fence; thence, South, twenty-six degrees, forty minutes; East, four chains, twenty-two links, near the corner of the fence; thence, North, eighty-three degrees, twenty minutes, three chains, forty-eight links, to a locust tree, standing near the fence; thence, North, fifty-four degrees, twenty minutes East, four chains, ten links, to a poplar tree, standing in the fence; thence, South, thirteen degrees, ten minutes East, four chains, eighty-eight links, to the corner of the fence; thence, South, fifteen degrees fifteen minutes East, six chains, thence, twenty-two links, to a small wild cherry sapling; North, eighty-five degrees, thirty minutes East, six chains,

fifteen links, to a stake standing on a course South, fifty-four degrees East, seventeen links from the South-east corner of a house, occupied by Frederick Seymour; thence, South, eleven degrees, fifteen minutes East, two chains, nineteen links, to a bar post; thence, South, forty-one degrees, fifteen minutes East, three chains, eighty-five links, to the North-east corner of Gleason's fence; thence, South, fifty-nine degrees East, three chains, ten links, to the place of beginning. On this course, at two chains, sixty-six links, to a maple tree (excepting and reserving all that certain dwelling-house lot of land, on the West side of the Catskill Creek, being sixty-five feet in front, and one hundred and fifty feet in the rear; being the same premises contracted for by Caleb Benton, in his life time, on the 24th day of September, 1823, to Jonas W. Gleason, and now in his possession.) The whole of the first above described premises, contain *Ninety-two* acres, and one quarter of an acre of land, more or less.

Also all that certain piece, or parcel of land, situated in the village of Catskill, on the West side of the Catskill Creek, beginning at the North-east corner of a Lot of Land, deeded by James Bogardus to Lewis Benton, and running thence, South, twenty eight degrees and forty minutes West, two chains and eighty-three links; thence, North, thirty-eight degrees West, two chains, twelve links; thence, North, fifty-two degrees East, one hundred and fifty feet, to the road leading to John Dubois'; thence, southwardly along said road, to the place of beginning. The above reservation in the description of first parcel of Land, is hereby conveyed, and is contained in the second described premises; with all the privileges and appurtenances thereunto belonging. And whereas on the purchase of the said several parcels of Land, by the said George S. Doughty, and upon the conveyance thereof to him, from the persons of whom the said

George, S. Doughty obtained his title thereto, he, the said George S. Doughty, in order to secure a portion of the consideration money of said parcels of land, executed to the grantors thereof, his bonds, conditioned for the payment of the sums, and bearing date at the times, and payable by instalments, as follows, to wit:—

George S. Doughty's Bonds to Jonathan Rowe, Jun. and Overbagh, dated the days of One thousand eight hundred and thirty-six, conditioned for the payment of Seventeen thousand, eight hundred Dollars, by instalments, as follows:—Three thousand, eight hundred and fifty Dollars, on the first of May, A. D. Eighteen hundred and thirty-seven; Three thousand, six hundred and fifty Dollars, on the first of May, A. D. Eighteen hundred and thirty-eight; Three thousand, six hundred and fifty Dollars, on the first of May, A. D. Eighteen hundred and thirty-nine; Three thousand six hundred and fifty Dollars, on the first of May, A. D. Eighteen hundred and forty; One thousand Dollars, on the first of May, A. D. Eighteen hundred and forty-one; One thousand Dollars, on the first of May, A. D. Eighteen hundred and forty-two; and One thousand Dollars, on the first of May, A. D. Eighteen hundred and forty-three; with interest annually, at seven per cent per annum.

And whereas the said George S. Doughty also executed and delivered his mortgages upon the said several parcels of land purchased by him, to secure the payment of said bonds with interest as therein named, as by the Deeds of Conveyance to the said George S. Doughty, and the said Bonds and Mortgages by him, or the records of said Deeds and Mortgages in the office of the Clerk of the County of Greene, reference thereunto being had, will more fully appear.

And whereas the said Silas M. Stilwell is seized in fee, in his own right in part of, and the said George S. Doughty is seized in fee in his own right in part of, in, and to all the residue of those certain other pieces, parcels, and tracts of land, situated in said town of Catskill, described as follows, to wit:

Beginning at a point at High Water mark of the Catskill Creek, at the North-east corner of C. Hopkins' land on the West bank of said Creek, thence, Northerly and Westerly, along the said bank of the Catskill Creek, to a Stake at the South-east corner of the land owned by Major Beach, formerly owned by Dubois; thence, South, eighty-one degrees West, twenty chains, ninety-two links, along the South side of last named land to the bank of the said Creek; thence, in a South-westerly course along the bank of the said Creek, to a stake on the said bank; thence, South, twenty-seven degrees, twenty minutes West, five chains, seventy-one links, passing over an old stump on the top of the bank to a black Oak, marked; thence, South, forty-three degrees, fifteen minutes East, six chains, forty-five links, to a white oak tree, marked; thence, South, sixteen degrees, thirty minutes; West, four chains, twenty-two links, to a heap of stones, seventy links North-easterly from a marked hemlock tree; thence, South, thirty-five degrees, twenty-five minutes West, twelve chains, forty-six links, passing through the centre of last named tree, to a stake in the ground, at the South-west corner of this land; thence, South, sixty-six degrees, forty-five minutes East, thirty-four chains, ninety links, passing many marked trees, to an angle in the fence; thence, North, fifty-nine degrees, thirty minutes East, two chains, four links; thence, South, thirty-one degrees, fifteen minutes East, three chains, ninety links; thence, North, sixty-three degrees East, three chains, eight links; thence, North, thirty-four degrees West, two chains, fifty-six links: thence, North, twenty-six

degrees, forty minutes West, one chain, fifty-seven links ; thence, North, fifty-nine degrees, twenty minutes East, four chains ninety-four links; thence, North, fifty-eight degrees, ten minutes East, four chains, eleven links thence, South, seventy-seven degrees, thirty minutes East, nine chains and one link thence, South, seven degrees twenty minutes East, three chains, fifty links thence, North, eighty-seven degrees East, eighty chains, sixty-four links ; thence, South, eighty-eight degrees ; East, two chains, ninety-three links, to the said Creek, and place of beginning, containing Two hundred and eight acres, two roods, and fourteen perches : with all the appurtenances and privileges thereunto belonging. And, whereas, on the purchase of the said several parcels of land, by the said Silas M. Stilwell, and the said George S. Doughty, respectively, and upon the conveyance thereof to them respectively, by the several persons of whom the said Silas M. Stilwell, and George S. Doughty obtained their titles thereto, they, the said Silas M. Stilwell, and George S. Doughty, in order to secure a portion of the said consideration money of said parcels of land, executed to the grantors thereof respectively, their several bonds conditioned for the payment of various sums, and bearing date at the various times, and payable by instalments, as follows, to wit:

George S. Doughty, to Benjamin P. Dubois, Bond bearing date; the first day of September, A.D. Eighteen hundred and thirty-six, conditioned to pay Sixteen thousand Dollars, in five equal annual instalments, on the first day of May, with annual interest on the whole sum from time to time remaining due. Silas M. Stilwell, to James A. Bennett and his wife—Bond bearing date the first day of September, A. D. Eighteen hundred and thirty-six, for the sum of Eight thousand Dollars, payable in four equal annual instalments,

on the first day of May, in each year, with annual interest. Silas M. Stilwell to Sarah Overbagh, Bond bearing date the first day of May, A. D. Eighteen hundred snd thirty-six, for the sum of Twenty-five hundred Dollars, payable in three equal annual instalments, on the first day of May, in each year, with annual interest. And Silas M. Stilwell, to Caleb Hopkins, Bond bearing date the first day of May, A. D. Eighteen hundred and thirty-six, for the sum of Eighteen hundred and thirty-seven Dollars, with interest, as will more particularly appear by reference to the said Bonds and Mortgages collateral thereto.

And whereas the said Silas M. Stilwell, and George S. Doughty, also executed and delivered their several mortgages upon the said several parcels of land, so purchased by them respectively, to secure the payment of their said several bonds, with interest, as therein named, as by the Deeds of Conveyance to the said Silas M. Stilwell, and the Deeds of Conveyance to the said George S. Doughty, and the said Bond, and Mortgages by them respectively given, or the Record of said Deeds and Mortgages in the Office of the Clerk, in the County of Greene, reference thereto being had will more fully appear.

And whereas the said George S. Doughty, and Silas M. Stilwell, of the first part, and John R. Peters, Henry Ogden, and Theophilus S. Morgan, parties of the second part hereto, and others, have formed themselves into an Association, called the Catskill Association, for the purpose of managing, improving, and disposing of the said premises, and the several parcels of Land above described. And whereas the nature and object of the said Association, and the respective interests of the parties thereto, will fully appear by reference to the Articles of Association, bearing even date herewith; which Articles are to be deemed as part of and for all legal and practical purposes, considered and construed with this Indenture.

And whereas the said parties of the first part are desirous of so improving the said premises, and of being able to sell and dispose of the same, in such parts and proportions as may command adequate prices, according to the full value of the said premises, and every part thereof, and out of the nett avails thereof, to pay and satisfy all the said Bonds and Mortgages, with the interest thereon, according to the conditions of the said several Bonds, and so as to promote in the best manner, the interest and advantage of the parties thereto; and do also deem it important and desirable, that the beneficial interest of the said several parties in the proceeds of the said lands and premises, when the same shall be sold, as hereinafter mentioned, be so settled and arranged, as, that the same may be represented and evidenced by Certificates of Stock; and may be transferable from time to time by the assignment of such Certificates, and for that purpose have entered into the Articles of Association herein before mentioned and referred to. And whereas it is believed that the aforesaid objects of improving and disposing of the said premises, for the payment of the said Bonds and Mortgages, and in the meantime promoting the fair and legal rights and interest of the parties hereto, and of the Members of the said Catskill Association will be facilitated by the conveyance of the said lands and premises, and every part thereof, from the said parties of the first part, to the above named John R. Peters, Henry Ogden, and Theophilus S. Morgan, the said parties of the second part, to these presents, In Trust, for the uses and purposes hereinafter mentioned. Now, therefore, this Indenture witnesseth that the said parties of the first part, in consideration of the premises, and in order to carry into effect, and the better to accomplish the purposes and objects before mentioned, and in further consideration of One Dollar, lawful money of the

United States, to them in hand paid by the said parties of the second part hereto, the receipt of which is hereby acknowledged, have granted, bargained and sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain and sell, alien, remise, release, convey and confirm unto the said parties of the second part, as joint tenants, and not as tenants in common, and to the survivors and survivor of them, and to the heirs and assigns of such survivors, all and singular the lands and premises herein before mentioned and described, being the same lands conveyed as above mentioned, part to the said George S. Doughty, and the residue thereof to the said Silas M. Stilwell, together with all and singular the rights, members' privileges and appurtenances thereunto belonging, or in any wise appertaining to; and, also, all the estate, right, title, interest, dower, and right of dower, claim and demand, whatsoever of them, the said parties of the first part, or either of them, of, in, and to the same—to have and to hold all and singular the said several pieces or parcels of land, with the appurtenances, unto the said parties of the second part, as joint tenants, and unto the survivors and survivor of them, their heirs and assigns, to their own proper use, benefit, and behoof, forever, upon Trust; nevertheless, that they the said parties of the second part, or any two of the survivors or survivor of them, and any person or persons who may be introduced into the trust, by virtue of any clause or provision hereinafter inserted and contained, or any two of them, shall and do, at such time and times, and in such manner, either at public or private sale, in such part or portion, and for such prices (not less, however, than the prices mentioned in the Schedule, or list of said lands, hereto annexed) as to the said parties of the second part, or any two of them, or to the survivors or survivor of them, may deem most expedient, sell

and dispose of the said lands, and upon such sales shall do execute good and sufficient Deeds of Conveyance, in fee simple, to the purchaser or purchasers thereof; and out of the proceeds of such sales as shall be received by them, from time to time, shall and do pay the amount of the aforesaid Bonds and Mortgages given upon the said lands and premises, by the said George S. Doughty and Silas M. Stilwell, or any one of them, until the whole of the said sums for which the said lands and premises, or parts thereof, are Mortgaged, with the interest thereon, as reserved by the conditions of the said several Bonds and Mortgages shall be fully satisfied, paid, and discharged, rendering the overplus of any monies, and transfering all securities that may remain after satisfying the purposes of the said trust, or not needed from time to time for the accomplishment of said trust, to the Directors for the time being of the said Catskill Association. And it is hereby mutually agreed by and between the parties hereto, that it may be lawful for the parties of the second part, upon sales of any part of the said lands and premises, to be made by them as aforesaid, to receive as a security for a portion of the consideration money, not exceeding, however, ninety per cent thereof, the Bonds of the said purchaser or purchasers secured by his or their Mortgage, on the said premises, pieces or parcels of land purchased by them respectively, and payable at a period not exceeding six years from the date of such sale; it being, however, expressly understood and agreed, that such Bonds and Mortgages are to be held by the parties of the second part, the survivors or survivor of them, and to be collected by them as the same shall become due and payable; and out of the proceeds of such sales, whether the same shall be made wholly for cash, or partly for credit, as above provided, the said parties of the second part shall, from time to time, and

as fast as the said proceeds shall be received, and the principal and interest monies become due on the Bonds and Mortgages now charged upon the said premises and parts thereof, as before mentioned, pay the said principal and interest monies on the said Bonds and Mortgages, until the whole amount thereof, as reserved by the conditions of the said several Bond and Mortgages shall be fully satisfied, paid and discharged; rendering the overplus of any monies, and transferring all securities that may remain after satisfying the purpose of the trust herein before expressed; and the costs, charges, and expenses that may accrue in the execution thereof, to the Directors for the time being of the said Catskill Association.

And it is hereby declared and agreed by and between the parties to these presents, that all such parts of the said lands and premises above mentioned and described, and hereby conveyed to the said parties of the second part, as shall remain unsold at the time of the termination of the Trust Estate, above granted and declared; that is to say, when full payment of the principal and interest due on the Bonds and Mortgages now existing on the said premises, as above mentioned, shall have been made as above provided, shall enure and belong to the several persons who shall at the time of the termination of the Trust Estate, be shareholders in the said Catskill Association, in the shares and proportions evidenced and determined by the Certificates of the said Stock held by them respectively. And it is hereby declared and agreed, and these presents are made upon the express condition, that the estate, title, and interest of the said stockholders shall be, and shall continue to be, subject to the execution of the trust power following: that is to say, that the said parties of the first part, for themselves jointly and

severally, and for their respective heirs, executors, administrators and assigns, do hereby give and grant to the said parties of the second part, and to the survivors and survivor of them, full power and authority, and do hereby authorize them, the said parties of the second part, or any two of them, and the survivors and survivor of them, to sell and convey all and singular the said remaining lands, and every part thereof, at public or private sale, at such time or times, to such person or persons, for such prices, and on such terms of payment, as to them or any two of them, and the survivors or survivor of them may seem best; and upon such sales to execute to the purchaser or purchasers thereof, and under and by virtue of the trust power hereby created, good and sufficient conveyances in the law, in fee simple therefor; and on such sales, to receive the purchase monies paid and agreed to be paid therefor, and to pay the same sum over when collected, and any security that may have been taken therefor, to the Directors of the said Association, for the time being; for the use of the said shareholders, according to their interest in the said shares, and the capital of the said Association, according to the terms of the Articles of Agreement, aforesaid.

And it is hereby further expressly agreed and declared, that the trust and trust powers hereby created, shall continue and be in force, if not sooner executed, for the term of six years from the date hereof, provided the said John R. Peters, Henry Ogden, and Theophilus S. Morgan, of the second part, or the survivor of them, shall so long live.

And it is hereby expressly agreed and declared by and between the parties hereto, that the receipt of the Directors for the time being of the said Association, for any sums of

monies that may be paid to them by the said Trustees, or either of them, whether under or by virtue of the said trust power, or in execution of any of the trusts by these presents created or declared, shall fully exonerate and discharge the said Trustee and Trustees, and each and every one of them, from all liability or duty to see to the application thereof.

And it is further agreed by and between all the parties hereto, that in case any one, or all the parties of the second part to these presents shall die, or be desirous of relinquishing the trust declared in this indenture, whether under the trust estate, or the trust power, before the final execution thereof, it shall and may be lawful for the Shareholders for the time being of the said Catskill Association, to appoint a new Trustee or Trustees as may be necessary, in the manner provided in the Articles of Association. And from the time such new Trustee or Trustees shall be appointed by the said Shareholders, all the powers and duties herein before granted and declared, shall be vested in and devolve upon the remaining Trustee, and such new Trustee or Trustees, as the case may be, in the same manner and with the like effect as if the said new Trustee or Trustees had been named in and by these presents; and the Trustee relinquishing his trust as aforesaid, shall execute such Conveyance, or other instrument expressive of his relinquishment and transfer, as the said parties to these presents shall be advised, is expedient or proper in the premises.

And it is further agreed by and between the said parties to these presents, and the said parties of the first part, for themselves, their heirs, executors, and administrators, do hereby grant, covenant, and agree, to and with the said parties of the second part, and the survivors and survivor of

them, and to and with the assignees of the said parties of the second part, and of any two of them, that each and every conveyance of any part or portion of the premises herein above described, duly made and executed by any two of the persons who may at the time of the execution of such conveyance be trustees of the said premises, whether the same shall be original Trustees, or any other person or persons substituted in their places, or the places of any of them, by virtue of the provisions herein before contained, and whether such conveyance be made before or after the termination of the trust estate herein before granted, shall be sufficient to vest in the grantee or grantees therein named, the whole legal and equitable title and estate of the lands intended to be conveyed, in the same manner and with the like effect as of the three Trustees for the time being, and all the parties of the first part hereto, and their assigns, had executed such conveyance.

And it is further agreed by and between the parties hereto, that it shall and may be lawful for the said parties of the second part, and for such persons as may from time to time be the Trustees under the Indenture, to retain out of the monies that may come into their hands, under and by virtue of the several trusts herein created, all cost charges and expences of every kind to which they may be subject, or which they may incur, including for their own compensation in the premises; and also that such Trustees, and each of them, shall only be responsible for wilful default, and that no one of them shall be responsible for any act or omission of any other of the said Trustees, but each Trustee shall only be responsible for his personal default in the premises.

In witness thereof the parties to these presents have here-

unto interchangeably set their respective hands and seals, the day and year first above written.

George S. Doughty	*(LS.)*
Catharine Doughty	*(LS.)*
Silas M. Stilwell	*(LS.)*
Henry Ogden	*(LS.)*
T. S. Morgan	*(LS.)*
John R Peters.	*(LS.)*

Sealed and delivered in the presence of }
ROBERT GILES, Jun. }

State of New-York, } *ss.* On the ninth day of
City and County of New-York, } January, 1837, before me personally appeared George S. Doughty and Henry Ogden; on the tenth day of the same month appeared Catherine, the wife of the said George S. Doughty, and John R. Peters; and on the twelfth day of the same month, before me personally appeared Silas M. Stillwell and Theophilus S. Morgan, known to me to be the individuals described in and who executed the foregoing Indenture, and severally acknowledged that they executed the same; and the said Catherine being by me privately examined apart from her husband, acknowledged that she executed the same freely and without any fear or compulsion of her said husband.

ROBERT GILES, Jun.
Commissioner of Deeds, City and County of New-York.

ARTICLES

OF THE

Catskill Association.

Articles of Association and Agreement made this Twenty-eighth day of December, One Thousand Eight Hundred and Thirty-six, by and between the several persons whose names and seals are hereunto annexed.

Whereas George S. Doughty, of the City and County of New-York, is the owner in fee of all those tracts, pieces or parcels of land, situate in the town of Catskill, County of Greene, State of New-York, and bounded and described in a certain deed of trust to John R. Peters, Henry Ogden, and Theophilus S. Morgan of the City of New-York, and bearing even date with these articles---reference is hereby made to the said deed of trust, and the same is made a part and parcel of these articles. And the said George S. Doughty, in order to secure a portion of the consideration money of said premises to the several persons from whom he purchased the said several tracts of land, has heretofore executed his several

bonds conditioned for the payment of various sums, and bearing date at the several times, and payable by instalments as is now more particularly set forth and described in the aforesaid deed of trust. And has also executed and delivered collateral with the said several bonds, his several mortgages upon the said several parcels of lands so purchased by him to secure the payment of the said bonds with interest, as therein expressed, as by the deeds of conveyance to the said George S. Doughty, and the said bonds and mortgages, or to the record of the said deeds and mortgages, in the office of the clerk of the County of Greene, reference thereto being had will more fully appear.

And whereas Silas M. Stilwell, of the city of New-York, is the owner in fee of all those certain other pieces and parcels of land, situate in the said town of Catskill, and bounded and described in the before mentioned deed of trust to the said John R. Peters, Henry Ogden and Theophilus S. Morgan, bearing even date with these articles. And the said Silas M. Stilwell, in order to secure a portion of the consideration money of the said pieces or parcels of land to the several persons from whom he purchased the said several tracts of land, had heretofore executed his several bonds conditioned for the payment of various sums, and bearing date at various times, and payable by instalments, as follows, to wit: The said bond and mortgages executed by the said George S. Doughty, and the same bonds and mortgages executed by the said Silas M. Stilwell, amounting altogether to the sum of Forty-Four Thousand Eight Hundred Dollars, exclusive of interest.

And whereas for the purpose of paying off the said mortgages on the said premises, and parts thereof, and for the more convenient management, improvement, sale and disposition of the said lands, the several persons whose names are here-

unto subscribed, that is to say, Rufus Davenport, Peter R. Wyckoff, George S. Doughty, James L. Curtis, Silas M. Stilwell, Evan Griffith, and L. B. Woodruff, have formed themselves into an Association, called the "Catskill Association;" and to accomplish the purposes of said Association, the said George S. Doughty and wife, and Silas M. Stilwell, have executed to John R. Peters, Henry Ogden, and Theophilus S. Morgan, by indenture, bearing even date herewith, a conveyance of the said lands and premises and every part thereof, in trust, for the purpose of managing, improving, and disposing of the said premises to pay off the said incumbrances, and with a further power in trust to sell the residue of said lands and premises, and account for the proceeds thereof to the persons composing the said Catskill Association, their heirs, executors, administrators and assigns, or to whomsoever they shall authorize and appoint to receive the said proceeds, and in such shares and proportions as they shall authorize, appoint and direct, as by refer ence to the said trust indenture. For more particular description of the said trust, and the said trust power, its provisions, purpose, object and execution, will more fully and at large appear.

And whereas the said persons above named, forming the *Catskill Association*, and so subscribing this agreement, have divided the amount of their interest in the nett proceeds of said lands and premises to accrue from the sale thereof under the trust power aforesaid, after paying off and satisfying the said mortgages and all the expenses of the said trust and sales, into Three Thousand Seven Hundred and Thirty Shares, each of the said shares to be of the same equal amount with each other, and each respectively equivalent to the same equal proportion of said proceeds with each other share, so that the owner of each share and every share, his executors, administrators, and assigns respectively, shall be

entitled to receive on such share from the nett proceeds of such sales as aforesaid such proportion, and part thereof as said share bears to the whole number of shares aforesaid, into which the nett proceeds to accrue as aforesaid have been so divided.

And whereas for the more convenient management of the interest of all parties now interested, or who may under this agreement hereafter become interested or entitled to any part of the said proceeds, when they accrue as owner or owners of any such shares, it has been deemed important to settle and determine by articles of agreement for that purpose among all and every person or persons who shall subscribe these presents, or who now is, or hereafter may become so interested, the terms and conditions on which all or any person or persons whatever may or shall become interested in any of the said shares so held by the Association hereby created for the purpose aforesaid in this agreement herein before expressed, and to provide for the terms, mode and conditions relating to the transfer of such shares or any interest therein; and for settling, fixing, and determining the respective and mutual rights, duties and obligations with and among each other of all persons who may subscribe these articles or become interested in said shares as members of said *Association*.

Now therefore this Agreement witnesseth, that as well the persons heretofore named, as all and every other person and persons whose names are hereunto subscribed, have and do by these presents, for and on behalf of themselves respectively and their respective heirs, executors, administrators or assigns, respectively covenant and agree to and with each other respectively, and with every and all others whose names are or shall be hereto subscribed, and with their respective heirs, executors, administrators and assigns, and for the carrying into effect the object aforesaid, they and each and every

of them and their respective heirs, executors, administrators and assigns, shall and will well and truly perform, abide by, fulfil and keep in all things the several articles, agreements matters, and things to be done, performed, fulfilled and kept and specified in the articles hereto annexed, and every of them. And it is hereby declared and agreed, that in the management of the interest of the *Association*, the following articles of association are hereby made, had and entered into and agreed upon by and among them respectively with each other, as binding and conclusive and obligatory on them and each of them and their respective heirs, administrators, executors and assigns, in all things to be kept, performed and fulfilled, according to their true intent and meaning in all things as therein contained or expressed, and that the rights and interests of them, and every and each of them, and their respective heirs, administrators or assigns in the premises, shall be at all times subject to, bound by, and subordinate in all respects whatever, to all and singular such articles of association and agreement, which said articles of association and agreement, are as follows, namely :—

ARTICLE I.

The name and style of this Association shall be "*The Catskill Association ;*" and all persons who shall subscribe these presents, and hold one or more shares of the stock of this Association, shall be members thereof.

ARTICLE II.

The Capital Stock of this Association consists of Three Thousand Seven Hundred and Thirty shares, each of which share represents, and is entitled to

(subject to all the terms and conditions in these articles contained) the one three thousand seven hundred and thirtieth part of the nett proceeds of the lands and premises aforesaid, which may result from the execution of the trust power aforesaid, each and every of said shares, and all right, title and beneficial interest, and demand whatever in law or inequity of every shareholder in this Association; and their respective heirs, executors, administrators and assigns in the said proceeds, and in the capital of this Association, and all right and title, beneficial interest, and demand whatsoever, at law or inequity, which any person or persons may be entitled to or acquire in any wise howsoever in the same, by becoming the holder, owner or assignee of any such share or shares, of in respect of the lands aforesaid, or any beneficial estate, right, title or interest therein, inequity or otherwise, is hereby declared and agreed to be irrecovably subject to and bound by the trust power aforesaid so granted and created, and which power every person subscribing these presents, doth for himself, his executors, administrators and assigns, hereby grant, confirm, approve and ratify, and no transfer of any such share or shares shall be made to any person or persons whatsoever, except on condition that the said share or shares shall be and remain as aforesaid so subject to the said trust powers.

ARTICLE III.

The capital, property, affairs and concerns of this Association, shall be managed by eight directors, to be annually chosen by the shareholders for the time being,

from among the said shareholders; and each of whom shall hold in his own name and right at least ten shares of the capital stock of this Association; and whenever any director shall cease to hold ten shares of the capital stock, his place shall be deemed vacant, and all the powers as a director shall cease.

ARTICLE IV.

Rufus Davenport, Henry F. Tallmadge, George S. Doughty, James L. Curtis, Peter R. Wyckoff, Silas M. Stilwell, Evan Griffith, and L. B. Woodruff, shall be the first directors, and each of them continuing in life, shall remain in office until the first Tuesday in April, one thousand eight hundred and thirty-eight, and until other directors are elected, and except, unless he shall resign or be removed by the members of the association in the manner herein after provided, or by competent judicial authority.

ARTICLE V.

Any Director may resign and discharge himself of his trust by an instrument in writing addressed to his co-directors, but shall remain subject to all legal liabilities for his conduct while a Director of this Association.

ARTICLE VI.

Whenever any vacancy shall happen among the Directors, such vacancy shall be filled up by such person as the remainder of the Directors for the time being shall, by instrument in writing under their hands and seals, appoint from among the Members of this Association having the competent numbers of shares.

ARTICLE VII.

The Directors shall keep an Office in the City of New-York, for the transaction of the business of this Association, at which Office books shall be kept, containing full and regular accounts of the receipts and expenditures of the Association, and all its transactions, interests, and concerns, which book shall at all times be open to the inspection of any Member of the Association.

ARTICLE VIII.

The Directors shall also keep a book at the said Office, in which shall be registered the names of all Members of this Association, and they shall deliver each Member, as soon as practicable after the execution of these Articles of Association and Agreement, a Certificate signed by the President and Secretary, of the number of shares held by him, in the following form:

This certifies, that is proprietor of shares (each share being one three thousand seven hundred and thirtieth part) of the capital and beneficial interest of the Catskill Association, created and acquired in pursuance of the Agreement and Articles of Association entered into for the foundation of said Association by the Members thereof, and dated the 28th day of December, one thousand eight hundred and thirty-six.

The said Shares are subject to all the conditions, covenants and charges contained in said Agreement and Articles, or authorized thereby, as will more fully appear by reference thereto, and the said Shares are also transferable

by assignment in the manner provided in the said Articles of Association, subject to all the rights, duties and obligations therein contained, agreed upon, and expressed.

Dated, &c.

ARTICLE IX.

The capital of this Association, including all sums of money that may in any way come into the hands of the Directors, and the beneficial interest represented by said shares of the several shareholders, and also the beneficial interests, profits, and advantages, accruing under or from these Articles of Association, shall be and are hereby declared to be personal property, and on the death of any shareholder, his share and interest shall for all the purposes of this Agreement be represented by his personal representatives, and not by his heirs at law, and such heirs at law shall at no time claim any estate, title or interest, legal or equitable therein.

ARTICLE X.

Shares in the capital of this Association may be transferred by the holder thereof, or his personal representatives, by assignment endorsed on the certificate of such shares, and shall in person, or by attorney, duly affix his name and seal to these Articles of Agreement and Association, and become a party thereto, before such transfer shall be valid, or any right title thereto, or interest therein shall pass to such assignee. The form of such assignment shbll be as follows :

"*For and in consideration of* *dollars, I hereby assign and transfer to* *and to his executors*

administrators, and assigns, all my right, title and interest in and to shares of the capital stock and beneficial interest of the Catskill Association, subject to all the conditions, provisions, covenants, rights, duties, obligations and charges contained in the Indenture and Articles constituting the said Association, or authorized thereby. Dated

After the Assignee shall have subscribed these Articles, by himself or attorney as aforesaid, the transfer shall be registered in the book kept by the Directors, and on the registry of such transfer, the former certificate shall be delivered up, and a new one shall be issued in similar form, except that every new certificate shall designate the name of the original proprietor of the share or shares transferred, and from the time that such transfer shall have been duly made and regisrered, the shareholder making the same be released from all liabilities as a member of this Association, in respect to the shares so transferred. And no shareholder of this Association shall be in anywise discharged from his duties or obligations under this agreement as one of the members of this Association, under the colour of having assigned his shares or interest therein, unless such assignment shall be made in conformity to this Article.

ARTICLE XI.

The Directors of this Association shall, by ballot, elect one of their own number President, and shall also from time to time, as may be necessary, by ballot elect a secretary and treasurer, who shall hold their respective offices during the pleasure of the said Directors, and no longer. And the Directors shall also have power, from time to time, as they shall deem expedient, to employ such officers, agents and servants, for

of carrrying on the business of this Association, on such terms, and for such compensation as they shall think proper. They shall also have power to make such Bye-Laws, Rules and Regulations for their own government, and for the management of the affairs of the Association, and for the application of the funds in their hands to the improvement and disposition of the said lands and premises as they shall hink expedient, *provided* the same be not repugnant to any of the provisions of this Agreement.

ARTICLE XII.

The Directors shall have power, and it shall be their duty, 1st. To receive and take charge of all monies which shall have been, or which shall be paid on account of the capital stock of this Association, or which shall accrue to this Association in any other way, or to which it may in any other way be entitled. 2d. To pay from time to time out of the funds of the Association, the compensation of the persons employed by them, and all other necessary expence. 3d. To make provision from time to time, as they may think fit, for the improvement of the premises described in the Trust and Deed heretofore referred to. 4th. To make dividends from time to time, to and among the several shareholders, of such profits as may accrue to the Association, over and above the full amount of its capital, and all debts and liabilities; and 5th. To make all contracts and all lawful acts that may be necessary or proper to carry into effect the objects of this Association.

ARTICLE XIII.

In case any lots shall remain on hand at the termination of the said trust estate, it shall be the duty of the Trustees

named in the aforesaid trust deed, forthwith to expose the whole of the lots remaining unsold, for sale either at public auction, without reserve, to the highest bidder, or at private sale, and the said Trustees shall then under and by virtue of the trust power to them granted, convey such lots accordingly.

In all cases of sales and conveyances under this article, the terms of the sale, and the mode of securing such parts of the consideration money as shall not be paid in ready money, and all other matters in respect to the said sales and conveyances, shall be in pursuance of and conformable to the directions of the said trust deed.

ARTICLE XIV.

The concerns of this Association shall be closed within six years from the date hereof, and the Directors for the time being shall take such measures as may be necessary to effect this object, and before or at the expiration of said period, shall cause all the money, property, and capital of the Association, to be rateably divided among the several shareholders, according to their respective rights therein.

ARTICLE XV.

General meetings of the shareholders shall be held in the month of April in each year. The first Meeting to be held at the Office of the Company, in the City of New-York, on the first Tuesday in April, one thousand eight hundred and thirty-eight, and the next meeting at such place in the City of New-York, as shall then be designated. At such meeting the Directors shall produce their books and proceedings, and make full report thereof. It shall be in the power of the shareholders at such annual meetings, to give directions and to take orders concerning the property and capital of the Association, and the management and disposition thereof, as

they may think proper, provided such their directions and orders be consistent with this Agreement, and the said Trust Deed, and be assented to by a majority, in interest of all the shareholders.

ARTICLE XVI.

Two-thirds in interest of the shareholders shall have power at the annual meetings, and at any special meeting which may be called, as provided in the next Article, to remove any Director for any cause which they may deem sufficient. They shall also have power at any such meeting, to appoint a new Trustee in the room of the Trustee who shall have died or resigned. Any Trustee who shall resign, shall within ten days after motion thereof, execute such instrument, in writing and under seal, as may be necessary to carry this provision into complete effect.

ARTICLE XVII.

Special meetings of the shareholders may be called by the directors, or by any five of the shareholders, at such times and places as such directors or shareholders shall think fit. Provided at least twenty days' notice of such meeting be given in a daily newspaper published in the City of New-York, and at such special meetings the shareholders shall have the same power in the transaction of business as at an annual meeting.

ARTICLE XVIII.

The person, subscribing these Articles of Association and Agreement, do hereby grant and convey to the Directors and Trustees above named, and to all future Directors and Trustees of this Association full power and authority to do all the matters and things herein before expressed and provided for, and each person subscribing this Indenture as an original

member of the Association, or as the assignee of any share therein, does hereby express his consent to all the provisions herein before contained, and also to all the provisions contained in the aforesaid trust deed, and does also for himself, his heirs, executors, and administrators, covenant, promise, and agree to, with every other person who shall subscribe this Indenture, and to and with the executors, administrators and assigns of every such person, that he, the said covenantor, his heirs, executors, administrators and assigns, will well and truly perform, fulfil, and keep, so far as in them lies, all and singular the provisions herein before, and in the said trust deed contained; and that he and they will do all and every act and thing that may be necessary and lawfully done, to give full effect to the object and interest of this Association, and the aforesaid trust deed.

In witness whereof, the original parties to these presents have hereunto interchangeably set their hands and seals this twenty-eighth day of December, One thousand eight hundred and thirty-six; and the other parties to these presents becoming members of this Association by the transfer of shares therein, have severally set their hands and seals thereto, at the times affixed to their respective names,

Geo. S. Doughty	*(LS.)*
Rufus Davenport	*(LS.)*
Peter R. Wyckoff	*(LS.)*
Silas M. Stilwell	*(LS.)*
Evan Griffith	*(LS.)*
L. B. Woodruff.	*(LS.)*
James L. Curtis	*(LS.)*

Sealed and delivered in the presence of }
ROBERT GILES. }

State of New-York, } ss. *On the ninth day of*
City and County of New-York, } *January*, 1837, *before me personally appeared Geo. S. Doughty, and on the twelfth day of the same month, before me personally appeared R. Davenport, P. R. Wyckoff, Silas M. Stilwell, J. L. Curtis, E. Griffith, and L. B. Woodruff, known to me to be the individuals described in, and who executed the within instrument, and severally acknowledged that they executed the same, for the uses and purposes therein mentioned.*

ROBERT GILES,
Commissioner of Deeds, City and County of New-York.

APPENDIX.

FROM THE CATSKILL RECORDER,

THURSDAY, FEBRUARY 16, 1837.

Meeting of Citizens.

The Internal Improvement Meeting, held at the Court House on the evening of the 10th inst., was the largest assemblage of citizens ever convened in this village, within our recollection. The meeting was eloquently addressed, and much enthusiasm prevailed on the topic which had brought them together. A more gratifying spectacle than the one presented on the occasion, we have never seen. It was that of citizens who have suffered by legislative acts, assembled to obtain in some measure, if possible, a redress of their grievances; and the stern spirit of determination to persevere, which characterized their proceedings, was such, as to warrant us in the belief, that they are at last sufficiently awake to their interests. The call, merely, was signed by over *two hundred* individuals. If the Legislature should fail to act favorably, and we must say justly, to the wants and benefit of this section of the country, which has heretofore been so palpably neglected, it certainly will not be through the negligence of the inhabitants of this and some other parts of the State, to remind them of it. There has been more petitions presented to the Legislature on this

subject, than on that of any other thus far, during the present session. It is not this part of the State alone which will be benefitted, but the State at large—the entire West—as well as the city of New-York, &c. We trust that immediate and active measures will be taken to give this subject a careful and candid investigation.

FROM THE CATSKILL MESSENGER,

Thursday, February 16, 1837.

The Meeting held at the Court House last Friday night, the proceedings of which will be found below, was one of the most numerous ever convened in this village, and evinces not only a willingness, but a determination, on the part of *all*, to co-operate zealously and efficiently in maturing and bringing to a successful issue, the Internal Improvements immediately affecting the interests of this section of the State. We rejoice that it is so, and trust its effects will be visible in more ways than one. That it will give an impetus to all kinds of business, and all branches of trade, and render our place in due time, what its local advantages clearly indicate it might be, equal at least, to any on the Hudson river. Such, indeed, it would already have been, had our citizens evinced a moiety of the perseverance and enterprise which has distinguished those of Troy, Albany, and Poughkeepsie. Better, however, late than never, and if like Rip Van Winkle, we have been dozing away half a century, while our neighbours have been awake and up and doing—let us now astonish *ourselves* by the *fact*, as well as manifest to the world, that we have aroused from our lethargy, and deter-

mined to render available the local advantages which the God of Nature has so bountifully placed within our reach It can hardly be necessary for us to say more on this subject, as the preamble and resolutions cover the whole ground, and to them, we solicit the attention of the reader.

A numerous and respectable meeting of the inhabitants of the village of Catskill, and vicinity, was held at the Court House in said village, on the 10th of February, 1837—pursuant to the following notice:

"Notice is hereby given, that a meeting will be held at the Court House, in the village of Catskill, on Friday 10th February inst., at seven o'clock in the evening, for the purpose of taking into consideration the various interests immediately affecting this town, and the general prosperity of the country. And more particularly, to present to the Legislature, such a statement of facts relative to our peculiar location for the termination of the great internal improvements of this and the Western States, as may lead to a more full examination of all the routes to the West."

On motion of F. Sayre, Esq., the Meeting was temporarily organized by calling J. Haight, Esq., to the chair, when a committee appointed for that purpose, reported the following named persons as officers of the meeting:

THOMAS B. COOKE, *President.*

ORRIN DAY,
JACOB HAIGHT,
JOHN ADAMS,
PETER SHAURMAN, } *Vice Presidents.*

Ira Dubois,
Caleb Croswell, } *Secretaries.*

On motion of R. Dorlon, a committee was appointed for the purpose of preparing resolutions expressive of the views and sentiments of those present, upon the objects embraced in the notice under which the meeting was convened; which committee, after a brief absence, reported the subjoined preamble and resolutions, which were *unanimously* adopted:

The State of New-York in the year 1817, adopted a system of internal improvements, intended for the benefit of an extended territory.

Since that period the state has expended large sums of money, *obtained on the credit of the people of this State*, in opening new channels for trade; until nearly every section remote from the Hudson has received the benefits of its enlarged and liberal policy.

Every part of the State, however, has not been equally benefitted by the spirit of improvement that has manifested itself in the counsels of the country.

The course adopted by the public authorities at an early period, gave a direction to internal improvements, not intended by the laws of nature, in forming the adjoining country; and greatly to the injury of some highly favoured villages, diverted the trade to a northern and more distant market.

While many sections have been greatly enriched by the bounty of government, and large sums have been expended to overcome insurmountable obstacles, and force trade into unnatural channels, Catskill, with all its advantages of location, has been overlooked and neglected, and its trade materially interrupted and cut off.

We, the citizens of the County of Greene, believing that the Legislators of the State are not aware of the peculiar advantages of this location, or the impolicy that has induced the termination of the great works of internal improvement,

at points distant from the head of ship navigation, take this opportunity, to lay before them a few facts, that the injustice we have suffered, and the importance of opening communications to this town, with all the leading channels of commerce in the interior of the State, may be fully appreciated.

The town of Catskill is a few miles below the head of ship navigation on the Hudson, and is 115 miles from the city of New-York. The channel of the river at this place will admit ships of the largest class, and the harbour is safe and convenient.

It is possessed of many and rare advantages which are not to be found immediately on the seaboard, for building and repairing vessels of every size and description.

The Catskill creek, at this place, is a large and deep branch of the river, extending about one mile from the channel of the Hudson, and of sufficient width to admit of forming any number of Dry Docks for ships and other vessels.

Hydraulic power, in the immediate vicinity, can be applied to lift ships of any burthen, while the neighbouring hills furnish an inexhaustible supply of ship timber that can be obtained at a small expense.

The town, therefore, enjoys all the advantages of a seaport, while it possesses the benefits of an inland location. But its *great* importance consists in its central position. It is nearly equi-distant between the two great channels for trade, that pass through the interior of this state, and presents a termination for both, *at ship navigation*, in less distance, and with a great saving in time and expense.

This information will surprise some and alarm others; we will now present some facts to prove our position.

Canajoharie on the Mohawk, by the way of the Canal and Albany, is 105 miles from this place, while the direct stage

route is only 65 miles. A canal therefore which should terminate at this town, would not only shorten the distance near forty miles, but would reach a point navigable for *ships of the largest class*, and entirely avoid the delays and dangers of the Overslaugh.

This is a consummation prayed for by the Western world, and has and will be sought after in vain through any other route.

Some years since, a charter was granted by the Legislature for the construction of a rail-road from Catskill to Canajoharie, where it will unite with the Utica and Schenectady rail-road. The work through the whole line is now under contract, and in progress, for a single track, with turn outs. This road, when completed, will convince the incredulous of the practicability and importance of this short cheap, and easy communication with ship navigation.

The above statement will show, that this point affords the *very best and convenient* termination for all the trade connected with the various canals and rail-roads uniting with the main channel above Canajoharie.

Let us now direct our attention to the south-western boundary. By an examination of the map, and the report of the engineers, it will be found that the best and most important part of the Erie rail-road route, lies west of the town of Bettsburgh, on the Susquehannah river, and that the most formidable obstructions are on the eastern section. A charter has been granted for the construction of a rail-road from the Erie road to intersect the Canajoharie and Catskill rail-road near Schoharie. Intelligent and practical engineers have stated that a rail-road can be made on this route, leading up the Susquehannah, at an average cost of seven thousand dollars per mile, and on a grade of not more than twenty feet. By this route, the distance of 80 miles connects the Erie road with the Canajoharie and Catskill.

The distance to the termination of the Erie road on the Hudson river, from Bettsburgh, is 200 miles, while to this place, from the same point, is only 130 miles. The great and most important advantage known in this route is, that from the best information we can obtain, the same power will bring thirty per cent more tonnage to this place, on our roads, than can be taken on the other, and with a great saving of time and expense.

There are other important routes that point to this town as the great centre of inland trade; but we content ourselves with laying these two great leading branches before the public.

Can any one doubt, that by thus connecting these great Western channels of communication, a great public benefit will be conferred? And will not the State continue to dispense its bounty where the public good is to be essentially promoted?

By constructing the great works we have referred to, we shall lessen the distance to ship navigation on each of the two great avenues of trade, more than fifty miles.

These works, then, should command the immediate and careful attention of the public authorities, until it shall be consummated.

Being duly impressed with the great importance of the several projected improvements above referred to, and knowing that we cannot reasonably expect to obtain our object, without devoting much time and attention to the subject, therefore,—

Resolved, That this meeting does hereby resolve itself into an association for the purpose of accomplishing the great and important object above enumerated.

Resolved, That be a committee for the purpose of preparing suitable memorials to

the Legislature, praying to have such laws passed as will most effectually promote the trade and commerce of this place; and also that this committee prepare an address to the public, for the purpose of making known the importance of this location, and with the view to induce capitalists to make investsments in the several projected improvements leading to this town. This committee shall have power to add to their number, and to call public meetings from time to time, on the subjects referred to in these resolutions.

Resolved, That the said committee be instructed to present a petition to the Legislature, in the name, and on the behalf of this meeting, praying that an act may be passed authorising a thorough examination and survey to be made of the region of country lying between the waters of the Catskill and Schoharie creeks, for the purpose of selecting the most eligible route for a canal to connect the Erie canal with the Catskill creek, and also to petition for an appropriation for a survey of a rail-road route, from the Erie rail-road at or near Bettsburgh, up the Susquehannah valley to connect with the Canajoharie and Catskill rail-road.

Resolved, That this meeting will cordially co-operate with the President and Directors of the Canajoharie and Catskill rail-road Company, whenever in their judgment it may be advisable, for the purpose of obtaining such aid from the State, as will enable them to construct an *additional* track through the whole line. And the committee appointed under the second resolution, are hereby charged with this resolution also.

Resolved, That we hereby pledge ourselves, each to the other, and to the public, that we will not cease our exertions until Catskill shall possess that trade and commerce, and those other great and important advantages which have been forcibly wrested from us, and by possessing which, our town cannot fail to become a great, prosperous and wealthy city.

On motion, the President named Amos Cornwall, Jacob R. Greene, and Henry M'Kinstry, a committee to report to the meeting the names of fifty persons, to fill the blank in the second resolution which committee reported the names below:

Thos. B. Cooke,
Orrin Day,
John Adams,
Ezra Hawley,
Jacob Haight,
Peter Breasted,
Hiram Comfort,
Isaac Van Loan,
P. T. Mesick,
Amos Cornwall,
John M. Donnelly,
Francis Sayre,
M. Watson,
Caleb Day,
S. L. Penfield,
Luke Kierstead,
F. N. Wilson,
Horace Willard,
J. R. Greene,
Joshua Atwater,
John A. Thomson,
Caleb Hopkins,
Robt. Dorlon,
Frederick Hill,

T. Buckley,
S. Sherwood Day,
Abel Brace,
J. Wilcox,
John R. Sylvester,
Leonard Kinsley,
Edmund Hatfield,
John Van Vleck,
Robinson Hazard,
Edgar B. Day,
J. W. Baldwin,
Geo. G. Hardenbergh,
Wilkes Hyde,
Henry McKinstry,
Francis I. Marvin,
Ira Dubois,
Nathan Farrell,
Peter Shaurman,
J. Van Valkenburgh,
Geo. Marvin,
Caleb Croswell,
John Abeel,
T. C. Atwater,
Jonathan Rowe,
Stephen Bosworth,
Ephraim Beach.

On motion, *Resolved*, That the proceedings of this meeting be signed by the officers thereof, and that all the papers friendly to internal improvements, be requested to publish the same.

THOMAS B. COOKE, *President.*

ORRIN DAY,
JACOB HAIGHT,
JOHN ADAMS,
PETER SHAURMAN,
} *Vice Presidents.*

Ira Dubois,
Caleb Croswell,
} *Secretaries.*

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